

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

-----)	
IN THE MATTER OF:)	SETTLEMENT AGREEMENT FOR
)	RECOVERY OF PAST AND FUTURE
Landfill and Development Superfund Site)	RESPONSE COSTS
Burlington County, New Jersey)	
)	
and)	U.S. EPA Region II
)	CERCLA Docket No. 02-2010-2005
SC Holdings, Inc. and Waste Management)	
of New Jersey, Inc.)	
)	
SETTLING PARTIES)	Proceeding under Section 122(h)(1)
)	Comprehensive Environmental Response,
)	Compensation, and Liability Act of 1980,
)	as amended, 42 U.S.C. §9622(h)(1)
-----)	

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LANDFILL AND DEVELOPMENT SUPERFUND SITE
Burlington County, New Jersey
Settlement Agreement for Recovery of Past and Future Response Costs

TABLE OF CONTENTS

I.	JURISDICTION.....	1
II.	BACKGROUND.....	1
III.	PARTIES BOUND.....	1
IV.	DEFINITIONS.....	2
V.	REIMBURSEMENT OF PAST RESPONSE COSTS.....	3
VI.	REIMBURSEMENT OF FUTURE RESPONSE COSTS.....	4
VII.	DISPUTE RESOLUTION.....	6
VIII.	FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT.....	6
IX.	COVENANT NOT TO SUE BY EPA.....	7
X.	RESERVATION OF RIGHTS BY EPA.....	7
XI.	COVENANT NOT TO SUE BY SETTLING PARTIES.....	8
XII.	EFFECT OF SETTLEMENT/CONTRIBUTION.....	9
XIII.	SITE ACCESS.....	10
XIV.	ACCESS TO INFORMATION.....	11
XV.	RETENTION OF RECORDS.....	11
XVI.	NOTICES AND SUBMISSIONS.....	12
XVII.	INTEGRATION.....	13
XVIII.	PUBLIC COMMENT.....	13
XIX.	ATTORNEY GENERAL.....	13
XX.	EFFECTIVE DATE AND SUBSEQUENT MODIFICATION.....	13



I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D, and redelegated to the Director, Emergency and Remedial Response Division, U.S. Environmental Protection Agency, Region II, by Regional Order R-1200, dated November 23, 2004.

2. This Settlement Agreement is made and entered into by and among EPA, SC Holdings, Inc. and Waste Management of New Jersey, Inc. (the "Settling Parties"). Settling Parties consent to and will not contest EPA's jurisdiction to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Landfill and Development Superfund Site ("Site") located in Burlington County, New Jersey. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA incurred response costs at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will continue to incur response costs in the future.

5. On September 30, 2004, a Record of Decision ("ROD") was issued by the New Jersey Department of Environmental Protection ("NJDEP") which identified the selected groundwater remedy for the Site.

6. NJDEP has been the lead agency working with the Settling Parties since 1988. During that period, the Settling Parties have been performing response actions for the Site under the supervision of NJDEP.

7. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is liable for all response costs that have been incurred and that will be incurred by EPA at or in connection with the Site.

8. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

9. This Settlement Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of the Settling Parties including, but not limited to, any transfer of assets or real or personal property,



shall in no way alter Settling Parties' responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

10. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Settlement Agreement" shall mean this Settlement Agreement.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

c. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall mean the effective date of this Settlement Agreement as provided in Section XX (Effective Date and Subsequent Modification).

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "Future Response Costs" shall mean all costs incurred after the Effective Date of this Settlement Agreement by the United States including, but not limited to, direct and indirect costs, that the United States incurs in overseeing or enforcing this Settlement Agreement or reviewing plans, reports or other items relating to the remedial action(s) selected for the Site in the Record of Decision issued on September 30, 2004 ("2004 ROD") or in providing assistance to the State of New Jersey in otherwise implementing or overseeing the implementation of the remedy selected in the 2004 ROD, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs and Agency for Toxic Substances and Disease Registry ("ATSDR") costs. Future costs shall also include Interim Response Costs Settling Parties have agreed to reimburse under this Settlement Agreement that have accrued pursuant to 42 U.S.C. §9607(a) during the period from May 31, 2010 to the Effective Date of this Settlement Agreement.

g. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.



h. "Interim Response Costs" shall mean all costs, including direct and indirect costs: a) paid by the United States in connection with the Site between May 31, 2010 and the Effective Date; or b) incurred prior to the Effective Date, but paid after that date.

i. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

j. "Parties" shall mean EPA and the Settling Parties.

k. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that EPA or U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through May 31, 2010, plus accrued Interest on all such costs through such date.

l. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

m. "Settling Parties" shall mean SC Holdings, Inc. and Waste Management of New Jersey, Inc., which have their principal executive offices at 1001 Fannin, Suite 4000, Houston, TX 77002.

n. "Site" shall mean the Landfill and Development Superfund Site that is approximately 200 acres in size and is located in Burlington County, New Jersey, which includes the Mount Holly section on the west and the Easthampton section on the east and the aerial extent of contamination.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF PAST RESPONSE COSTS

11. Within 30 days of the Effective Date of this Settlement Agreement, Settling Parties shall pay \$280,522.91 to the EPA Hazardous Substance Superfund as reimbursement of Past Response Costs. In the event that the payment of Past Response Costs is not made within 30 days of the Effective Date of this Settlement Agreement, Settling Parties shall pay Interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA. The Interest to be paid for Settling Parties' failure to make timely payment of Past Response Costs shall begin to accrue on the Effective Date of the Settlement Agreement and shall continue to accrue through the date of payment. Payment of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Settling Parties' failure to make timely payment under this Paragraph.

12. Payment of Past Response Costs shall be made by Electronic Funds Transfer ("EFT"). To effect payment by EFT, Settling Parties should instruct their bank(s) to remit payment to "EPA Hazardous Substance Superfund," providing the following information:



- a. Amount of Payment:
- b. Title of Federal Reserve Bank of New York Account to receive payment:
EPA;
- c. Account Code for the Federal Reserve Bank receiving payment: **68010727;**
- d. Federal Reserve Bank ABA Routing Number: **021030004;**
- e. SWIFT Address: **FRNYUS33;**
- f. Address: **Federal Reserve Bank of New York**
33 Liberty Street
New York, NY 10045;
- g. Field Tag 4200 of the Fedwire message should read: **D-68010727**
Environmental Protection Agency;
- h. Name of remitter: ;
- i. Settlement Agreement: **02-2010-2005;**
- j. Site identifier: **02Y3.**

13. At the time of payment, Settling Parties shall also send notice that payment has been made to the following addressees:

United States Environmental Protection Agency
26 W. Martin Luther King Drive
Cincinnati Finance Office, MS: NWD
Cincinnati, OH 45268
E-Mail (to both): rice.richard@epa.gov and acctsreceivable.CINWD@epa.gov

Remedial Project Manager – Landfill and Development Superfund Site
New Jersey Remediation Branch
Emergency and Remedial Response Division
United States Environmental Protection Agency, Region 2
290 Broadway - 19th Floor
New York, NY 10007-1866
Tel: (212) 637-3956 Fax: (212) 637-4429

Site Attorney – Landfill and Development Superfund Site
New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency Region 2
290 Broadway, 17th Floor
New York, New York 10007-1866
Tel: (212) 637-3154 Fax: (212) 637-3096

14. The total amount to be paid by Settling Parties pursuant to Paragraph 11 shall be deposited by EPA in the EPA Hazardous Substance Superfund.



VI. REIMBURSEMENT OF FUTURE RESPONSE COSTS

15. Settling Parties shall reimburse EPA for all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Settling Parties a bill requiring payment that includes a printout of cost data in EPA's financial management system, known as a SCORPIOS report, and a calculation of EPA's indirect costs. Settling Parties shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Section VII (Dispute Resolution) of this Settlement Agreement, by remitting the amount of those costs pursuant to the EFT procedure set forth in Paragraph 12.

16. If Settling Parties do not pay Future Response Costs within 30 days after Settling Parties' receipt of a bill, Settling Parties shall pay Interest on the unpaid balance of Future Response Costs. The Interest on unpaid Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. If EPA receives a partial payment, Interest shall accrue on any unpaid balance. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Settling Parties' failure to make timely payments under this Section, including but not limited to, payments of stipulated penalties pursuant to Section VIII. Settling Parties shall make all payments required by this Paragraph in the manner described in Paragraph 12.

17. Payment of Future Response Costs by Settling Parties' shall be deposited by EPA in the EPA Hazardous Substance Superfund.

18. Settling Parties' may contest payment of any Future Response Costs under Paragraph 15 if they determine that EPA has made a mathematical error or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the EPA Remedial Project Manager ("RPM"). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Settling Parties shall within the 30 day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 15. Simultaneously, Settling Parties shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of New Jersey and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Settling Parties shall send to the EPA RPM a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Settling Parties shall initiate the Dispute Resolution procedures in Section VII (Dispute Resolution). If EPA prevails in the dispute, within five (5) days of the resolution of the dispute, Settling Parties shall pay the sum due (with accrued interest) to EPA in the manner described in Paragraph 12. If Settling Parties prevail concerning any aspect of the contested costs, Settling Parties shall pay that portion of the costs (plus associated accrued interest) for which it did not prevail to EPA in the manner described in Paragraph 12. Settling Parties shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section VII (Dispute Resolution) shall be the exclusive



mechanisms for resolving disputes regarding Settling Parties' obligation to reimburse EPA for its Future Response Costs.

VII. DISPUTE RESOLUTION

19. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

20. If Settling Parties object to any action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, Settling Parties shall notify EPA in writing of their objection(s) within 21 days of such action. Unless the objection(s) has/have been resolved informally, EPA and Settling Parties shall have 30 days from EPA's receipt of Settling Parties' written objection(s) to resolve the dispute (the "Negotiation Period"). The Negotiation Period may be extended only if agreed to by EPA and at the sole discretion of EPA. Any such extension may be granted verbally by EPA, but must be confirmed in writing, by EPA.

21. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, the Director of the Emergency and Remedial Response Division, EPA, Region II will issue a written decision. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Settling Parties' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Settling Parties shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs, and regardless of whether Settling Parties agree with the decision.

VIII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

22. In the event that payments required by Section V (Reimbursement of Past Response Costs), Section VI (Reimbursement of Future Response Costs) and Section VII (Dispute Resolution) are not made when due, Interest shall accrue on the unpaid balance through the date of payment.

23. If any amounts due to EPA under Section V (Reimbursement of Past Response Costs), Section VI (Reimbursement of Future Response Costs) and Section VII (Dispute Resolution) are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA a stipulated penalty of \$1,000 per violation per day that such payment is late. Stipulated penalties are in addition to Interest required by Paragraphs 11, 16, 18 and 22 of this Settlement Agreement.



24. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by EFT and in accordance with Paragraphs 12 of this Settlement Agreement. Payment of stipulated penalties shall be deposited by EPA in EPA Hazardous Substance Superfund.

25. Penalties shall accrue as provided in this Section regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

26. In addition to Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, if Settling Parties fail or refuse to comply with any requirement under this Settlement Agreement, Settling Parties shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

IX. COVENANT NOT TO SUE BY EPA

27. In consideration of the payments that Settling Parties will make under the terms of this Settlement Agreement, and except as specifically provided in Section X (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs or Future Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Reimbursement of Past Response Costs), Section VI (Reimbursement of Future Response Costs) and any amounts due under Section VIII (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. The covenant not to sue extends only to Settling Parties and does not extend to any other person.

X. RESERVATIONS OF RIGHTS BY EPA

28. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all other matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 27, above. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not



within the definition of Past Response Costs or Future Response Costs;

- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. liability for response actions that EPA determines are required for the Site;
- e. liability arising from past, present or future disposal, release, or threat of release of hazardous substances outside the Site;
- f. criminal liability; and
- g. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

29. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

XI. COVENANT NOT TO SUE BY SETTLING PARTIES

30. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs, Future Response Costs or this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred or which Future Response Costs have or will be incurred including any claim under the United States Constitution, the Constitution of the State of New Jersey, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs and Future Response Costs.

31. Nothing in this Settlement Agreement shall be deemed to constitute approval or a preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).



XII. EFFECT OF SETTLEMENT/CONTRIBUTION

32. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

33. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Parties. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

34. The Parties Agree that this Settlement Agreement constitutes an administrative settlement for the purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Parties are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs and Future Response Costs. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Settling Parties have, as of the Effective Date, resolved their liability to the United States for Past Response Costs.

35. Settling Parties agree that with respect to any suit or claim brought by them for matters related to this Settlement Agreement, they will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Parties also agree that, with respect to any suit or claim brought against them for matters related to this Settlement Agreement, they will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Parties shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

36. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing



in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section IV.

XIII. SITE ACCESS

37. If the Site, or any other property where access is needed to implement response activities at the Site, is owned by Settling Parties, Settling Parties shall provide EPA and its representatives, including contractors, with access at all reasonable times to the Site, or to such other property, for the purpose of conducting any response activity related to the Site, including, but not limited to, the following activities:

- a. monitoring, investigating, removal, remedial or other activities at the Site;
- b. verifying any data or information submitted to the United States or the State of New Jersey;
- c. conducting investigations relating to contamination at or near the Site;
- d. obtaining samples;
- e. assessing the need for, planning, or implementing response actions at or near the Site;
- f. inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Parties or their agents, consistent with Section XIV (Access to Information); and
- g. assessing Settling Parties' compliance with this Settlement Agreement.

38. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, as well as all its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

XIV. ACCESS TO INFORMATION

39. Settling Parties shall provide EPA, upon request, copies of all records, reports, or other information (hereinafter referred to as "records") within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information relating to the Site.

40. Settling Parties may assert business confidentiality claims covering part or all of the records submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b).



Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Parties that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Parties.

41. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege in lieu of providing records, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (e.g. company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject matter of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain the records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Parties' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

42. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrological, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XV. RETENTION OF RECORDS

43. Until 10 years after the Effective Date of this Settlement Agreement, Settling Parties shall preserve and retain all records of this Settlement Agreement and shall preserve and retain all records and documents now in their possession or control, or which come into their possession or control, that relate in any manner to response actions taken at the Site, or for the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

44. After the conclusion of the document retention period in the preceding Paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records or document, and, upon request by EPA, Settling Parties shall deliver any such records or documents to EPA. Settling Parties may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized under federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no document, record, or other information created or generated pursuant to the requirements of this Settlement Agreement or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be



provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor.

45. By signing this Settlement Agreement, Settling Parties certify that, to the best of their knowledge and belief, they have fully complied with any and all EPA requests for information regarding the Site pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XVI. NOTICES AND SUBMISSIONS

46. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Parties.

As to EPA:

Remedial Project Manager – Landfill and Development Superfund Site
New Jersey Remediation Branch
Emergency and Remedial Response Division
United States Environmental Protection Agency, Region II
290 Broadway – 19th Floor
New York, NY 10007-1866

Site Attorney- Landfill and Development Superfund Site
New Jersey Superfund Branch
Office of Regional Counsel
United States Environmental Protection Agency, Region II
290 Broadway – 17th Floor
New York, NY 10007-1866

As to Settling Parties:

Robert D. Fox, Esq.
Manko, Gold, Katcher & Fox, LLP
401 City Ave., Suite 500
Bala Cynwyd, PA 19004

XVII. INTEGRATION

47. This Settlement Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement



Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement.

XVIII. PUBLIC COMMENT

48. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

XIX. ATTORNEY GENERAL

49. This Settlement Agreement is subject to the approval of the Attorney General or his/her designee in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

50. The Effective Date of this Settlement Agreement shall be the date upon which EPA issues written notice to Settling Parties that the public comment period pursuant to Paragraph 48 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

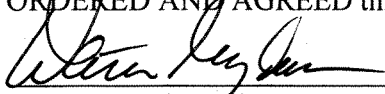


In the Matter of Landfill and Development Superfund Site
CERCLA Docket No. 02-2010-2005

For the United States Environmental Protection Agency

It is so ORDERED AND AGREED this 7th day of June, 2011

By:



Walter Mugdan, Director
Emergency and Remedial Response Division
U.S. EPA, Region 2

June 7, 2011

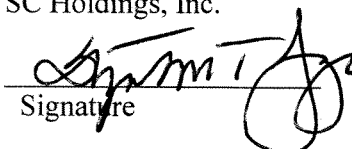
Date



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of U.S. EPA docket number II-CERCLA-02-2010-2005, relating to the Landfill and Development Superfund Site located in Burlington County, New Jersey:

FOR SETTLING PARTY: SC Holdings, Inc.

By:


Signature

Date: 5-19-11

Stephen T. Joyce
Printed Name

Group Director-CSMG
Title

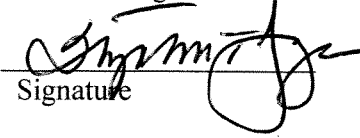
: 4 Liberty Lane West
Address
Hampton, NH 03842



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of U.S. EPA docket number II-CERCLA-02-2010-2005, relating to the Landfill and Development Superfund Site located in Burlington County, New Jersey:

FOR SETTLING PARTY: Waste Management of New Jersey, Inc.

By:


Signature

Date:

5-19-11

Stephen T. Joyce
Printed Name

Group Director-CSMG
Title

:

4 Liberty Lane West
Address
Hampton, NH 03842



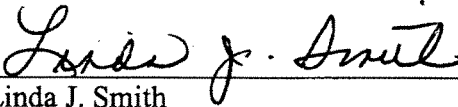
SECRETARY'S CERTIFICATE

SC HOLDINGS, INC.

I, Linda J. Smith, Secretary of SC Holdings, Inc., a Pennsylvania corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

Resolved, that Stephen Joyce, Closed Site Management Group Director, following compliance with appropriate corporate policies and procedures, is hereby authorized and directed in the Corporation's name and on its behalf to execute the Settlement Agreement for Recovery of Past and Future Costs as it pertains to the Landfill & Development site, Mt. Holly, New Jersey. Any such actions taken prior hereto by said individual not inconsistent with these resolutions are hereby confirmed, ratified and approved.

Dated: May 12, 2011



Linda J. Smith
Secretary



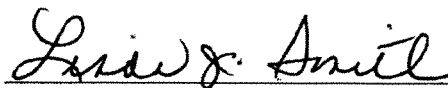
SECRETARY'S CERTIFICATE

WASTE MANAGEMENT OF NEW JERSEY, INC.

I, Linda J. Smith, Secretary of Waste Management of New Jersey, Inc., a Delaware corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

Resolved, that Stephen Joyce, Closed Site Management Group Director, following compliance with appropriate corporate policies and procedures, is hereby authorized and directed in the Corporation's name and on its behalf to execute the Settlement Agreement for Recovery of Past and Future Costs as it pertains to the Landfill & Development site, Mt. Holly, New Jersey. Any such actions taken prior hereto by said individual not inconsistent with these resolutions are hereby confirmed, ratified and approved.

Dated: May 12, 2011



Linda J. Smith
Secretary

